

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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SEP 19 2024

SEAN F. McAVOY, CLERK
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,)
10)
11 Plaintiff,)
12) 2:23-CR-0070-MKD-2
13 v.)
14) PLEA AGREEMENT
15 CHRISTOPHER BERCIER,)
16)
17 Defendant.)

18 Plaintiff United States of America, by and through Vanessa R. Waldref, United
19 States Attorney for the Eastern District of Washington, and Caitlin Baunsgard,
20 Assistant United States Attorney for the Eastern District of Washington, and
21 Defendant, CHRISTOPHER BERCIER (“Defendant”), both individually and by and
22 through Defendant’s counsel, Curran Dempsey, agree to the following Plea
23 Agreement:

24 1. Guilty Plea and Maximum Statutory Penalties:

25 Defendant agrees to enter a plea of guilty to Count 2 of the Indictment filed on
26 June 21, 2023, charging Defendant with Possession of a Stolen Firearm, in violation
27 of 18 U.S.C. §§ 922(j), 924(a)(2), a Class C felony.

28 Defendant understands the following potential penalties apply:

- a. a term of imprisonment of not more than 10 years;
- b. a term of supervised release of not more than 3 years;

- 1 c. a fine of up to \$250,000; and
- 2 d. a \$100 special penalty assessment.

3 2. Supervised Release:

4 Defendant understands that if Defendant violates any condition of Defendant's
5 supervised release, the Court may revoke Defendant's term of supervised release, and
6 require Defendant to serve in prison all or part of the term of supervised release
7 authorized by statute for the offense that resulted in such term of supervised release
8 without credit for time previously served on post-release supervision, up to the
9 following terms:

- 10 a. 5 years in prison if the offense that resulted in the term of
11 Supervised Release is a class A felony,
- 12 b. 3 years in prison if the offense that resulted in the term of
13 Supervised Release is a class B felony, and/or
- 14 c. 2 years in prison if the offense that resulted in the term of
15 Supervised Release is a class C felony.

16 Accordingly, Defendant understands that if Defendant commits one or more
17 violations of supervised release, Defendant could serve a total term of incarceration
18 greater than the maximum sentence authorized by statute for Defendant's offense or
19 offenses of conviction.

20 3. Potential Immigration Consequences of Guilty Plea:

21 If Defendant is not a citizen of the United States, Defendant understands the
22 following:

- 23 a. pleading guilty in this case may have immigration consequences;
- 24 b. a broad range of federal crimes may result in Defendant's removal
25 from the United States, including the offense to which Defendant
26 is pleading guilty;
- 27 c. removal from the United States and other immigration
28 consequences are the subject of separate proceedings; and

- 1 d. no one, including Defendant's attorney or the Court, can predict
2 with absolute certainty the effect of a federal conviction on
3 Defendant's immigration status.

4 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily
5 pleading guilty as set forth in this Plea Agreement, regardless of any immigration
6 consequences that Defendant's guilty plea may entail.

7 4. The Court is Not a Party to the Plea Agreement:

8 The Court is not a party to this Plea Agreement and may accept or reject it.
9 Defendant acknowledges that no promises of any type have been made to Defendant
10 with respect to the sentence the Court will impose in this matter.

11 Defendant understands the following:

- 12 a. sentencing is a matter solely within the discretion of the Court;
13 b. the Court is under no obligation to accept any recommendations
14 made by the United States or Defendant;
15 c. the Court will obtain an independent report and sentencing
16 recommendation from the United States Probation Office;
17 d. the Court may exercise its discretion to impose any sentence it
18 deems appropriate, up to the statutory maximum penalties;
19 e. the Court is required to consider the applicable range set forth in
20 the United States Sentencing Guidelines, but may depart upward or
21 downward under certain circumstances; and
22 f. the Court may reject recommendations made by the United States
23 or Defendant, and that will not be a basis for Defendant to
24 withdraw from this Plea Agreement or Defendant's guilty plea.

25 5. Waiver of Constitutional Rights:

26 Defendant understands that by entering this plea of guilty Defendant is
27 knowingly and voluntarily waiving certain constitutional rights, including:

- 28 a. The right to a jury trial;

- 1 b. The right to see, hear and question the witnesses;
- 2 c. The right to remain silent at trial;
- 3 d. The right to testify at trial; and
- 4 e. The right to compel witnesses to testify.

5 While Defendant is waiving certain constitutional rights, Defendant understands
6 Defendant retains the right to be assisted through the sentencing and any direct appeal
7 of the conviction and sentence by an attorney, who will be appointed at no cost if
8 Defendant cannot afford to hire an attorney.

9 Defendant understands and agrees that any defense motions currently pending
10 before the Court are mooted by this Plea Agreement, and Defendant expressly waives
11 Defendant's right to bring any additional pretrial motions.

12 6. Elements of the Offense:

13 The United States and Defendant agree that to convict the Defendant of
14 Possession of a Stolen Firearm, in violation of 18 U.S.C. §§ 922(j), 924(a)(2), the
15 United States would have to prove beyond a reasonable doubt the following elements:

16 *First*, on or about September 9, 2022, in the Eastern District of
17 Washington, Defendant knowingly possessed at least one of the
18 firearms charged in the Indictment;
19 *Second*, at the time Defendant possessed the firearm(s), Defendant knew
20 or had reasonable cause to believe that the firearm(s) were stolen; and
21 *Third*, the possession of the firearm(s) was in or affecting interstate
22 or foreign commerce.

23 7. Statement of Facts and Stipulation:

24 The United States and Defendant stipulate and agree to the following: the facts
25 set forth below are accurate; the United States could prove these facts beyond a
26 reasonable doubt at trial; and these facts constitute an adequate factual basis for
27 Defendant's guilty plea.

The United States and Defendant agree that this statement of facts does not preclude either party from presenting and arguing, for sentencing purposes, additional facts that are relevant to the Sentencing Guidelines computation or sentencing, unless otherwise prohibited in this Plea Agreement. The parties further agree and stipulate that this factual basis is simply a summary to support the plea, it does not contain all facts which could be proven by the United States.

The Department of Homeland Security Investigations (“HSI”) and the Columbia River Drug Task Force (“CRDTF”) was conducting a long-term investigation into drug and gun trafficking occurring in the greater Chelan, Douglas, and Grant County areas. During the investigation, they learned of the theft of a large amount of firearms and ammunition from a storage unit in the Wenatchee, Washington area that occurred on or about September 9, 2022.

Theft of Firearms and Ammunition

The CRDTF and HSI contacted the victim of the theft who reported 3 large gun safes containing approximately 75 firearms as well as thousands of rounds of ammunition were stolen out of his storage unit. The victim advised he had been collecting those firearms over the years as well as inherited some from his family. He also noted he had several military-style OD Green ammunition containers and several soft-sided coolers full of ammunition that were stolen out of his storage unit as well. The victim advised the lock had been cut on his unit. The victim was able to provide a detailed list of the stolen firearms.

On September 16, 2022, Defendant and Demetrio PAZ (“PAZ”) were observed at PAZ’ residence, entering and exiting with various bags, and then leaving the location. A traffic stop was conducted on their vehicle. A search warrant was conducted on the vehicle, and 2 handguns were located, one in Defendant’s backpack and the other in PAZ’ backpack. The serial numbers had been scratched off of both firearms; however, matched the physical descriptions of 2 of the firearms stolen from the storage unit, a Colt revolver and an H&R Inc. revolver. A search warrant was

1 subsequently executed at PAZ' residence and law enforcement located, among other
2 items, a black gun safe, a green gun safe, a soft zippered pistol case, an empty blue
3 insulated soft sided cooler with "16 GA" written on it, and an empty green insulated
4 soft sided cooler. The victim of the firearm theft identified the soft-sided coolers as
5 being what he had kept some of his ammunition in when it was in his storage unit.
6

7 Defendant provided a post-*Miranda* statement wherein, in summary, he
8 admitted to committing the theft from the storage unit and did so with PAZ and
9 CROWELL. Defendant estimated they stole approximately 40-50 firearms and
intended to the sell them.

10 A Bureau of Alcohol, Tobacco, Firearms, and Explosives Interstate Nexus
11 expert has opined that based on the make / model / serial numbers of the firearms
12 provided by the victim, the presence of those firearms (which were not manufactured
13 in Washington) affected interstate and/or foreign commerce. Defendant stipulates and
14 agrees to this.

15 *Cooperating Defendant Information*

16 A cooperating defendant ("CD1") was contacted and advised he/she had
17 knowledge of the robbery of a large amount of firearms from a storage unit in the
18 Wenatchee area. CD1 ultimately provided photographs of approximately 14 firearms
19 purported to be from the storage unit robbery, and the victim identified the firearms as
20 some of his that had been stolen. CD1 advised that Demetrio PAZ, Ashley
21 CROWELL, and Defendant committed the robbery and had taken one of the stolen
22 gun safes to a particular residence in Wenatchee on September 9, 2022. Once there,
23 they forcefully opened the safe and unloaded the firearms. After they successfully
24 opened the safe, PAZ advised there were 2 more gun safes they were going to steal as
25 there were no security cameras at the storage unit. CD1 advised that several other
26 individuals had possession of some of the stolen firearms that they intended to trade
27 for drugs in the Yakima, Washington area.

28

1 Another cooperating defendant (“CD2”) came forward and advised he/she had
2 information of the theft of firearms from the storage unit. CD2 stated that Defendant,
3 PAZ, and Ashely CROWELL arrived at a residence in Wenatchee with a gun safe
4 they stated they had stolen; however, needed help getting it open. They all worked
5 together to open the safe and retrieve the firearms inside, which were mostly long-
6 rifles as well as some vintage-type firearms. Defendant and PAZ advised there were a
7 couple more safes at the storage unit they were going to go get, but then needed to get
8 a truck to load the safes into. CD2 further stated that CD2 made a deal to purchase all
9 the stolen firearms, and kept the ones retrieved from the safe; however, they did not
10 return with any more firearms.

11 8. The United States Agrees:

12 a. *Not to File Additional Charges:*

13 The United States Attorney’s Office for the Eastern District of Washington
14 agrees not to bring additional charges against Defendant based on information in its
15 possession at the time of this Plea Agreement that arise from conduct that is either
16 charged in the Indictment or identified in discovery produced in this case, unless
17 Defendant breaches this Plea Agreement before sentencing.

18 b. *Dismissal of Count 1 and Count 3:*

19 The United States agrees to dismiss Count 2 and Count 3 of the Indictment at
20 the time of sentencing, provided Defendant does not breach the Plea Agreement.

21 9. United States Sentencing Guideline Calculations:

22 Defendant understands and acknowledges that the United States Sentencing
23 Guidelines (hereinafter “USSG” or “Guidelines”) apply and that the Court will
24 determine Defendant’s advisory range at the time of sentencing, pursuant to the
25 Guidelines. The United States and Defendant agree to the following Guidelines
26 calculations:

1 a. *Base Offense Level and Relevant Conduct:*

2 The United States and Defendant agree Defendant's Base Offense Level is 14
3 as he was a prohibited person at the time the Defendant committed the offense. *See*
4 USSG §2K2.1(a)(6).

5 b. *Specific Offense Characteristics:*

6 The United States and Defendant agree a 6-level increase as the offense
7 involved between 25-99 firearms. *See* USSG §2K2.1(b)(1). The United States and
8 Defendant agree a 4-level increase as one of the firearms had an obliterated serial
9 number. *See* USSG §2K2.1(b)(4). The United States and Defendant agree a 4-level
10 increase as the offense involved the trafficking in firearms. *See* USSG §2K2.1(b)(5).
11 The United States and Defendant agree a 4-level increase as Defendant transferred the
12 firearm with reason to believe it would be possessed in connection with another felony
13 offense. *See* USSG §2K2.1(b)(6)(B).

14 c. *Role Adjustments:*

15 The United States and Defendant agree to recommend no role adjustment
16 applies. *See* USSG §§3B1.1; 3B1.2.

17 d. *Acceptance of Responsibility:*

18 The United States will recommend that Defendant receive a three-level
19 downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a),
20 (b), if Defendant does the following:

- 21 i. accepts this Plea Agreement;
- 22 ii. enters a guilty plea at the first Court hearing that takes place
23 after the United States offers this Plea Agreement;
- 24 iii. demonstrates recognition and affirmative acceptance of
25 Defendant's personal responsibility for Defendant's criminal
26 conduct;
- 27 iv. provides complete and accurate information during the
28 sentencing process; and

1 v. does not commit any obstructive conduct.

2 The United States and Defendant agree that at its option and on written notice
3 to Defendant, the United States may elect not to recommend a reduction for
4 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
5 charged with, or convicted of, any criminal offense, or if Defendant tests positive for
6 any controlled substance.

7 e. *No Other Agreements:*

8 The United States and Defendant have no other agreements regarding the
9 Guidelines or the application of any Guidelines enhancements, departures, or
10 variances. Defendant understands and acknowledges that the United States is free to
11 make any sentencing arguments it sees fit, including arguments arising from
12 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed
13 pursuant to this Agreement, and Defendant's relevant conduct.

14 f. *Criminal History:*

15 The United States and the Defendant have made no agreement and make no
16 representations as to the Defendant's Criminal History Category, which shall be
17 determined by the Court at sentencing after the Presentence Investigative Report is
18 completed.

19 10. Length of Incarceration:

20 The United States agrees to recommend a term of incarceration at the low-end
21 of the advisory guidelines, as calculated by the United States. Defendant is free to
22 recommend any legal sentence.

23 11. Supervised Release:

24 The United States and Defendant each agree to recommend 3 years of
25 supervised release. Defendant agrees that the Court's decision regarding the
26 conditions of Defendant's Supervised Release is final and non-appealable; that is,
27 even if Defendant is unhappy with the conditions of Supervised Release ordered by
28 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea,

1 withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or
2 any term of Supervised Release.
3

4 The United States and Defendant agree to recommend that in addition to the
standard conditions of supervised release imposed in all cases in this District, the
Court should also impose the following conditions:
5

- 6 a. that Defendant participate and complete such drug testing and drug
treatment programs as the Probation Officer directs, but not to exceed
7 six non-treatment drug tests per month during the imposed term of
8 supervised release; and
9
- 10 b. that Defendant's person, residence, office, vehicle, and belongings are
subject to search at the direction of the Probation Officer.
11

12. Criminal Fine:

13 The United States and Defendant agree to recommend the Court impose no
14 criminal fine. Defendant acknowledges that the Court's decision regarding a fine is
15 final and non-appealable; that is, even if Defendant is unhappy with a fine ordered by
16 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea,
17 withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or
18 fine.

19. Mandatory Special Penalty Assessment:

20 Defendant agrees to pay the \$100 mandatory special penalty assessment per
21 count of conviction to the Clerk of Court for the Eastern District of Washington, at or
22 before sentencing, pursuant to 18 U.S.C. § 3013.

23. Restitution:

24 The United States and Defendant agree that restitution is appropriate and
25 mandatory, without regard to Defendant's economic situation, pursuant to 18 U.S.C.
26 §§ 3663A, 3664, for the offense conduct to which Defendant has pled guilty for all
27 victims, as defined by 18 U.S.C. § 3663A(a)(2), who were directly and proximately
28 harmed by the offense conduct, including any representatives of any victim's estate.

1 Furthermore, pursuant to 18 U.S.C. § 3663A(a)(3), Defendant voluntarily agrees to
2 pay restitution for all losses, as defined by 18 U.S.C. § 3663A(b)(2)-(4), caused by
3 Defendant's individual conduct, in exchange for the United States not bringing
4 additional potential charges, regardless of whether counts associated with such losses
5 will be dismissed as part of this Plea Agreement.

6 With respect to restitution, the United States and Defendant agree to the
7 following:

8 a. *Restitution Amount and Interest*

9 The United States and Defendant stipulate and agree that pursuant to 18 U.S.C.
10 §§ 3663, 3663A and 3664, the Court should order restitution in an amount to be
11 determined at sentencing, and that any interest on this restitution amount, if any,
12 should be waived. The victim is requesting \$12,668.00 in restitution, amounting to
13 the estimated value of the unrecovered firearms.

14 b. *Payments*

15 To the extent restitution is ordered, the United States and Defendant agree that
16 the Court will set a restitution payment schedule based on Defendant's financial
17 circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant agrees to pay
18 not less than 10% of Defendant's net monthly income towards restitution.

19 c. *Treasury Offset Program and Collection*

20 Defendant understands the Treasury Offset Program ("TOP") collects
21 delinquent debts owed to federal agencies. If applicable, the TOP may take part or all
22 of Defendant's federal tax refund, federal retirement benefits, or other federal benefits
23 and apply these monies to Defendant's restitution obligations. 26 U.S.C. § 6402(d);
24 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

25 Defendant understands that the United States may, notwithstanding the Court-
26 imposed payment schedule, pursue other avenues to ensure the restitution obligation is
27 satisfied, including, but not limited to, garnishment of available funds, wages, or
28 assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

Nothing in this acknowledgment shall be construed to limit Defendant's ability to assert any specifically identified exemptions as provided by law, except as set forth in this Plea Agreement.

Until Defendant's fine and restitution obligations are paid in full, Defendant agrees fully to disclose all assets in which Defendant has any interest or over which Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or third party.

Until Defendant's fine and restitution obligations are paid in full, Defendant agrees to provide waivers, consents, or releases requested by the U.S. Attorney's Office to access records to verify the financial information.

d. *Notifications and Waivers*

Defendant agrees to notify the Court and the United States of any material change in Defendant's economic circumstances (e.g., inheritances, monetary gifts, changed employment, or income increases) that might affect Defendant's ability to pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United States of any address change within 30 days of that change. 18 U.S.C. § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution obligations are paid in full.

Defendant acknowledges that the Court's decision regarding restitution is final and non-appealable; that is, even if Defendant is unhappy with the amount of restitution ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or restitution order.

15. Payments While Incarcerated:

If Defendant lacks the financial resources to pay the monetary obligations imposed by the Court, Defendant agrees to earn money toward these obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

1 16. Additional Violations of Law Can Void Plea Agreement:

2 The United States and Defendant agree that the United States may, at its option
3 and upon written notice to the Defendant, withdraw from this Plea Agreement or
4 modify its sentencing recommendation if, prior to the imposition of sentence,
5 Defendant is charged with or convicted of any criminal offense or tests positive for
6 any controlled substance.

7 17. Waiver of Appeal and Collateral Attack Rights:

8 Defendant understands that Defendant has a limited right to appeal or challenge
9 Defendant's conviction and the sentence imposed by the Court. Defendant expressly
10 waives his right to appeal his conviction and/or sentence.

11 Defendant also expressly waives Defendant's right to appeal any fine, term of
12 supervised release, or restitution order imposed by the Court.

13 Defendant expressly waives the right to file any post-conviction motion
14 attacking Defendant's conviction and sentence, including a motion pursuant to 28
15 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
16 information not now known by Defendant and which, in the exercise of due diligence,
17 Defendant could not know by the time the Court imposes sentence.

18 Nothing in this Plea Agreement shall preclude the United States from opposing
19 any post-conviction motion for a reduction of sentence or other attack upon the
20 conviction or sentence, including, but not limited to, writ of habeas corpus
21 proceedings brought pursuant to 28 U.S.C. § 2255.

22 18. Withdrawal or Vacatur of Defendant's Plea:

23 Should Defendant successfully move to withdraw from this Plea Agreement or
24 should Defendant's conviction be set aside, vacated, reversed, or dismissed under any
25 circumstance, then:

- 26 a. this Plea Agreement shall become null and void;
27 b. the United States may prosecute Defendant on all available
28 charges;

- 1 c. the United States may reinstate any counts that have been
- 2 dismissed, have been superseded by the filing of another charging
- 3 instrument, or were not charged because of this Plea Agreement;
- 4 and
- 5 d. the United States may file any new charges that would otherwise
- 6 be barred by this Plea Agreement.

7 The decision to pursue any or all of these options is solely in the discretion of
8 the United States Attorney's Office.

9 Defendant agrees to waive any objections, motions, and/or defenses Defendant
10 might have to the United States' decisions to seek, reinstate, or reinitiate charges if a
11 count of conviction is withdrawn, set aside, vacated, reversed, or dismissed, including
12 any claim that the United States has violated Double Jeopardy.

13 Defendant agrees not to raise any objections based on the passage of time,
14 including but not limited to, alleged violations of any statutes of limitation or any
15 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
16 Amendment.

17 19. Integration Clause:

18 The United States and Defendant acknowledge that this document constitutes
19 the entire Plea Agreement between the United States and Defendant, and no other
20 promises, agreements, or conditions exist between the United States and Defendant
21 concerning the resolution of the case.

22 This Plea Agreement is binding only on the United States Attorney's Office for
23 the Eastern District of Washington, and cannot bind other federal, state, or local
24 authorities.

25 The United States and Defendant agree that this Agreement cannot be modified
26 except in a writing that is signed by the United States and Defendant.

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

**Vanessa R. Waldref
United States Attorney**

**Caitlin Baunsgard
Assistant U.S. Attorney**

9/19/24

Date

I have read this Plea Agreement and have carefully reviewed and discussed every part of the agreement with my attorney. I understand and voluntarily enter into this. Furthermore, I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement, and no one has threatened or forced me in any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

**CHRISTOPHER BERCIER
Defendant**

9-19-24
Date

Date

I have read the Plea Agreement and have discussed the contents of the Plea Agreement with Defendant. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in Defendant's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept Defendant's plea of guilty.

~~Curran Dempsey
Attorney for the Defendant~~

9-20-24

Date